

UNIVERSITY of NEW ORLEANS

INVITATION TO BID
YEARLY SERVICE CONTRACT

MAIN CAMPUS/EAST CAMPUS/JEFF CENTER

PRUNING AND REMOVAL OF TREES

(Upon Award for One Year)

Sealed Bid BTB 2135

Bid Date: December 21, 2009

Bid Time: 2:00 pm

Mandatory Pre-Bid Conference:

Date: December 8, 2009

At 10:00 am

Bienville Hall Room 100



YSC 559: 2009-2010

UNIVERSITY of NEW ORLEANS

INVITATION TO BID
YEARLY SERVICE CONTRACT

MAIN CAMPUS/EAST CAMPUS/JEFF CENTER

PRUNING NAD REMOVAL OF TREES

(Upon Award for One Year)

PREPARED BY

UNIVERSITY OF NEW ORLEANS

PURCHASING OFFICE

Bienville Hall Room 115

LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148

Sealed Bid BTB 2135

Bid Date: December 8, 2009

Bid Time: 2:00 pm

Non-Mandatory Pre-Bid Conference:

Date: December 8, 2009

At 10:00 am

Bienville Hall Room 100

PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director
for Facility Services Procurement

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YSC 559: 2009-2010

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INSTRUCTIONS TO BIDDERS

UNIVERSITY of NEW ORLEANS

YSC: 559 2009-2010

INSTRUCTIONS TO BIDDERS

ARTICLE 1

YEARLY SERVICE CONTRACT TITLE AND BID OPENING DATE & TIME

1.1 Yearly Service Contract Title:

MAIN CAMPUS/EAST CAMPUS/JEFFERSON CENTER
(Upon Award for One Year)

Bid Opening Date & Time: December 21, 2009 at 2:00 pm

Location of Bid Opening:

University of New Orleans
Purchasing Office
Bienville Hall Room 115
2000 Lakeshore Drive
New Orleans, Louisiana 70148

ARTICLE 2

BIDDER'S REPRESENTATION

2.1 Each Bidder by making his bid represents that:

2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.

2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

The Bidder is advised to carefully consider all University physical features and activities and occupancies by faculty, staff and students, and to plan activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to University premises.

Such examinations may be made only in the offices of the University Facility Services as part of the Mandatory Pre-Bid Conference.

- 2.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 2.1.4 His bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 3

BIDDING DOCUMENTS

3.1 Copies

- 3.1.1 Complete Bidding Documents may be obtained from the University of New Orleans Purchasing Office.

The Bidding Documents consist of the Instructions to Bidders, the Bid Form, The Technical Specifications, the Drawings (if any) and all Addenda issued prior to bid opening.

These INSTRUCTIONS TO BIDDERS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL SPECIFICATIONS with the same force as though repeated in full under each heading.

- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the University nor the Consultant assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The University and/or its Consultant in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3.2 Inquiries and Interpretation or Correction of Bidding Documents

- 3.2.1 All inquiries regarding these specifications shall be asked at the Pre-Bid conference or sent to the University Representative with a copy to the Purchasing Representative, each as identified on the Title Page of this Specification. Inquiries must be received at least seven (7) days prior to bid opening.
- 3.2.2 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 3.2.3 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda shall be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.

The Bidder shall acknowledge all issued addenda in the space provided on the Bid Form. Failure to acknowledge addenda will render the proposal informal and cause its rejection.

3.3 Substitutions

- 3.3.1 Any materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Contractor and has been received by the University Representative prior to beginning work.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his request all changes required to the work if the proposed substitute is used. Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to

modify the space or facilities needed to accommodate the materials and equipment approved.

- 3.3.3 If the University approves a proposed substitution, such approval will be set forth in writing. Contractor shall not rely upon approvals made in any other manner.

3.4 Addenda

- 3.4.1 Addenda will be mailed or delivered or faxed to all Contractors in attendance at the mandatory Pre-Bid Conference or to all bidders if no mandatory Pre-Bid Conference is scheduled.
- 3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 Addenda shall not be issued within a period of three (3) working days prior to the time set for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the three (3) working day period prior to the time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of readvertising.
- 3.4.4 Each Bidder shall ascertain from the University of New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 4

BIDDING PROCEDURE

4.1 Form and Style of Bids

- 4.1.1 Bids shall be submitted on the forms provided by the University.
- 4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

- 4.1.5 Bidder should make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- 4.1.6 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.

In accordance with R.S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, and bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University. By signing this bid, the bidder certifies compliance with the above.

4.2 Submission of Bids

- 4.2.1 Bids shall be sealed in the envelope furnished with Bidding Documents and will be received until the time specified and at the place specified in these Bidding Documents. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the University of New Orleans Purchasing Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of the project, and the address of the Bidder.
- 4.2.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in these Bidding Documents, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.2.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.2.4 Oral, telephonic, telegraphic, or faxed bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall

be accepted.

4.3 Modification or Withdrawal of Bid

- 4.3.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 39:1594,F. which states, "Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations."
- 4.3.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the University of New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.
- 4.3.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

- 5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation will be made available to Bidders.

5.2 Rejection of Bids

- 5.2.1 The University shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any data required by the Bidding Documents or a bid in any way incomplete or irregular.

5.3 Acceptance of Bid

- 5.3.1 The Bid will be awarded on the basis of the lowest total cost: as determined by the University.

ARTICLE 6

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

6.1 Form to be used

- 6.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, in the form of a duly executed Purchase Order.

6.2 Discriminatory Practices

- 6.2.1 Discriminatory Practices: Both the University and the bidder shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

6.3 Payments

- 6.3.1 Contractor will be paid after each job is satisfactorily completed and upon recommendation of the University Representative.
- 6.3.2 Payment for services shall be made to the Contractor once a month after receipt by the University of an invoice (or invoices) by which the Bidder certifies, and the University agrees, that all the invoiced work was performed in accordance with the specifications.
- 6.3.3 All invoices should be submitted to the University's Office of Accounts Payable and clearly indicate the Purchase Order Number assigned by the UNO Purchasing office. Invoices must be accompanied by a service ticket(s) or reference the service ticket(s) if the ticket(s) was already submitted to Facility Services. The service ticket must reference who requested the work, why the work was needed, and what work was performed. Lump sum invoices will not be processed. All work must be

itemized and include a breakdown per the unit pricing and material markup, if applicable, per the bid.

6.4 Time

6.4.1 Contract Time: January 10, 2009 or day of award thru December 31, 2010 with the option to renew for four(4) twelve(12) month periods if mutually agreeable.

6.4.2 Escalation Clause

Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The University reserves the right to approve or disapprove request for the price increase.

6.5 Termination

6.5.1 Termination for Cause

The University may terminate any contract entered into as a result of this ITB for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within Ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of the Contract; provided that the Contractor shall give the University written notice specifying the University's failure.

6.5.2 Termination for Convenience

The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for work performed (monthly charges to be prorated), to the extent work has been performed satisfactorily.

6.5.3 Implementation of Termination

The Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination or reduction of work and until

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such date shall, continue to perform all work required in the specification (and be compensated for such work).

In the event of termination, the University shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in Contractor's bid less all partial payments made on account prior to the effective date of termination.

Upon termination as above, the Contract Administrator shall make final determination of the amount due the Contractor for work performed.

6.5.4 Termination by the Contractor

If, for any reason, the Contractor desires to terminate the Contract, he may do so upon giving written notice of sixty (60) days to the University. In the event of termination by the Contractor, the Contractor shall be governed by the terms and conditions, and shall perform all work required by the specifications until the termination date.

6.5.5 Compliance: Service provided for any contract resulting from this invitation must comply with all applicable requirements including, but not limited to, the following regulatory agencies:

U.S. Department of Immigration & Naturalization
U.S. Department of Labor
U.S. Department of Labor - Office of Contract Compliance
Occupational Safety & Health Administration (OSHA)
U.S. Environmental Protection Agency (EPA)
Local, State, or Federal Licensing Authorities

6.5.6 ASSIGNMENT

The Contract shall not be assigned or subcontracted by either party without the written consent of the other, and any attempted assignment or subcontract shall be void.

6.5.7 GRATUITIES

The Contractor shall instruct his personnel that no gratuities shall be solicited or accepted for any reason whatsoever from the employees of Owner.

6.5.8 Minimum Wage Rate Requirements: Notwithstanding any other provision of his order, the contractor hereby covenants and agrees that the contractor shall pay to each of their employees engaged in any way in work here under, a wage not less than what is currently known as

the "Federal Minimum Wage", and any increase or amendments thereto. Furthermore, the contractor shall produce proof of compliance with this provision by the Contractor to the University of New Orleans. The University of New Orleans may withhold payments due to the Contractor until the contractor has complied with this provision.

6.6 Subcontractors

- 6.6.1 All subcontractors must be identified and approved in writing in advance by the University. Contractor shall promptly pay all laborers, materialmen, subcontractors and suppliers for work performed pursuant to this contract.

ARTICLE 7

PRE-BID CONFERENCE

- 7.1 A Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the Mandatory Pre-Bid Conference to be held in the Bienville Hall Room 100 at 10:00 A.M. on December 8, 2009. The Pre-Bid Conference shall also provide opportunity for a review of the Bidding Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.
- 7.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

ARTICLE 8

QUALIFICATIONS

- 8.1 Vendor/Contractors bidding this contract shall have at least (3) years experience as a contractor in the field of Urban Forest Maintenance Work, and shall be required to perform the work set forth in the specifications. The contractor must complete Reference Form Bid Form Page 5 of 5 to verify said experience. The field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.). Contractor must be licensed and bonded by the Louisiana Horticulture Commission, as an arborist, under applicable state law RS. 3:3801. Such proof should be submitted with the bid. Each vendor shall present documentation verifying their experience in Urban Forest Maintenance Work.

- 8.2 The contractor shall defend, indemnify, and hold harmless The University of New Orleans, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

ARTICLE 9

INSURANCE

- 9.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI.
- 9.2 Insurance requirements are set forth in "Exhibit A" of these documents.

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or better and shall provide evidence of such insurance to the University of New Orleans. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the University of New Orleans by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the contractor and identify the agreement or contract number.

- A. Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived of workers compensation coverage only.)
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

D. Other Party's Professional Liability. The other party shall provide such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specification.

E. If at any time any of the policies shall become unsatisfactory to the University of New Orleans as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the University of New Orleans, the other party shall obtain a new policy, submit the same to the University of New Orleans for approval and submit a certificate of insurance as required. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University of New Orleans may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

F. All policies and certificates of insurance of the other party shall reflect the following:

1. The other party's insurer will have no right of recovery or subrogation against the University of New Orleans, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
2. The University of New Orleans shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 11 85).

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

3. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the University of New Orleans, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of negligence of the University of New Orleans, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the University of New Orleans for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the University of New Orleans.

K. Neither the acceptance of the completed work nor payment therefore shall release the contractor/subcontractor from his obligations from the insurance requirements or indemnification agreement.

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

- L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
- M. If any of the Property and Casualty insurance requirements (Exhibit A of B) are not complied with at their renewal dates, payments to the contractor/subcontractor may be withheld until those requirements have been met, or at the option of the University of New Orleans, the University of New Orleans may pay the Renewal Premium and withhold such payments from any monies due the contractor/subcontractor.

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

3. Worker's Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the University of New Orleans. At the option of the University of New Orleans, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University of New Orleans, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

INSURANCE AND INDEMNIFICATION

- a. The University of New Orleans, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured's" as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the University of New Orleans, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University of New Orleans, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the University of New Orleans, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the University of New Orleans.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the University of New Orleans.

* * EXHIBIT A * *

INSURANCE AND INDEMNIFICATION

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI. This requirement will be waived for worker' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the University of New Orleans with certificates of insurance affecting coverage required by

this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the University of New Orleans before work commences. The University of New Orleans reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

***** INSURANCE AND INDEMNIFICATION *****

**** EXHIBIT A ****

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____, its agents, servants, and
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

_____ as a result of any claims, demands, and/or causes of action except
{Contractor/Subcontractor/Lessee/Supplier}

those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for and
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? ____ Yes ____ No

Contract No. _____ for _____
State Agency Number and Name

PURPOSE OF CONTRACT: _____

BID FORM

BID DATE: _____

TO: Board of Supervisors
Louisiana State University and Agricultural & Mechanical
College
in behalf of the University of New Orleans
Purchasing Office
Lakefront
New Orleans, Louisiana 70148-0001

PROPOSAL FOR: _____

Sealed Bid Number _____

THE BIDDER: _____

acknowledges receipt of the following

ADDENDA: No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____

LICENSE CERTIFICATION:

The contractor certifies that he meets all licensing requirements of the State and is duly and currently licensed under R.S. 3:3801 of the State of Louisiana, and that his Louisiana Contractors License Number is _____. The name of the bidder shown below shall correspond with the official name on the license.

THE BIDDER: hereby declares and represents that he; a) has carefully examined the Bidding Documents, b) has a clear understanding of the Bidding Documents, c) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, d) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services under this contract, all in accordance with the Bidding Documents as prepared by the University Purchasing Office and Facility Services.

REJECTION OF BIDS: The Bidder understands that the University reserves the right to reject any or all bids for just cause.

WITHDRAWAL OF BIDS: The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids except in accordance with the provisions of R.S. 39:1594,F. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

BID: See pricing on pages 3 of 5 and 4 of 5 of the Bid Form

Hourly rates for workers are provided on the following Bid Tabulation/Breakdown Sheet for any additional work requested by the University outside of the scope of the Technical Specifications.

NAME OF BIDDER: _____

BY: _____
(signature)

(typed or printed)

TITLE: _____

ADDRESS: _____

DATED: _____

TELEPHONE NO: () _____

FAX NO: () _____

BID TABULATION/BREAKDOWN SHEET

**MAIN CAMPUS/EAST CAMPUS/JEFF CENTER
PRUNING AND REMOVAL OF TREES
(Upon Award for One Year)**

TREE CATEGORIES	TRIM PRICE	REMOVAL PRICE
Category A – Trees less than 10 inch D.B.A.		
Category B – Trees less than 10-15 inch D.B.H.		
Category C – Trees less than 16-21 inch D.B.H.		
Category D – Trees less than 22-27 inch D.B.H.		
Category E – Trees less than 28-33 inch D.B.H.		
Category F – Trees less than 34-39 inch D.B.H.		
Category G – Trees less than 40-45 inch D.B.H.		
Category H – Trees less than 46-51 inch D.B.H.		
Category I – Trees 52 inches and above		

MATERIAL

If materials are required to complete any work requested by the University which are outside the scope of the Technical Specifications, the contractor shall prepare a list of these materials along with pricing for approval by the University Representative. If these materials are incidentals (total value less than \$50), or are items which will not be required on a repetitive basis and their total cost is less than the competitive thresholds specified in the most current Executive Order for Small Purchases Procedures, the University may choose to purchase the items from the contractor at the quoted prices.

If the items not specifically listed in the ITB exceed the Executive Order's competitive threshold, the required competition must be secured by the University.

BID TABULATION/BREAKDOWN SHEET

**MAIN CAMPUS/EAST CAMPUS/JEFF CENTER
PRUNING AND REMOVAL OF TREES
(Upon Award for One Year)**

ADDITIONAL WORK (catastrophic cleanup)	Up to 40 hours worked in one calendar week.	Over 40 hours worked in one calendar week.	Work performed on Holidays listed below.
	<u>STRAIGHT TIME</u> <u>RATE</u> (\$/HR)	<u>OVERTIME</u> <u>RATE</u> (\$/HR)	<u>HOLIDAY</u> (\$/HR)
One Aerial Lift Trucks, One Forestry Trucks, One Chipper, with One Work Crew of Three Men Per Crew (1 Foreman and 2 Laborers)			
Two Aerial Lift Trucks, Two Forestry Trucks, Two Chippers, with Two Work Crews of Three Men Per Crew (1 Foreman and 2 Laborers)			

Holidays:

New Year's Day
Martin Luther King, Jr. Day
Mardi Gras
Easter (Good Friday)
Independence Day
Labor Day
Thanksgiving
Christmas Day

REFERENCE FORM

BIDDER TO COMPLETE (ensure for each reference listed all blanks are complete).

1.

(Company Name)

(Contract Administrator)

(Address)

(Phone Number)

(Facility Size-Sq.Ft.)

2.

(Company Name)

(Contract Administrator)

(Address)

(Phone Number)

(Facility Size-Sq.Ft.)

3.

(Company Name)

(Contract Administrator)

(Address)

(Phone Number)

(Facility Size-Sq.Ft.)

4.

(Company Name)

(Contract Administrator)

(Address)

(Phone Number)

(Facility Size-Sq.Ft.)

5.

(Company Name)

(Contract Administrator)

(Address)

(Phone Number)

(Facility Size-Sq.Ft.)

TECHNICAL SPECIFICATIONS

UNIVERSITY of NEW ORLEANS

YSC 559: 2009-2010

SECTION 01000

GENERAL CONDITIONS

The general conditions of these specifications, including amendments and additions thereto, apply to each and every heading included in these specifications with the same force as though repeated in full under each heading respectively.

1.01 SCOPE

Provide the materials, labor, equipment and supervision necessary for the pruning and removal of trees on the Main Campus, East Campus, and Jeff Center.

Pruning is defined by the National Arborist Association to be "Class II - medium pruning". Removal is to include both the trees and the stump. Contractor agrees to be bound to all applicable provisions of state and city laws concerning tree work, as well as policy set forth by the University.

Provide the labor, equipment and supervision necessary and reasonably incidental to this task, all in accordance with these Specifications.

1.02 NON-MANDATORY SITE INVESTIGATION

It is requested that prospective bidders visit the site to make measurements, review existing conditions, and if required, review the Building Plans on file in the Facility Services Office if the project warrants same. A thorough understanding of the project per these Technical Specifications and/or accompanying drawings is imperative.

Opportunity for the site visit and inspection is provided under Article 7 of the "INSTRUCTIONS TO BIDDERS."

1.03 REVIEW OF DOCUMENTS

The Contractor shall carefully study and compare the field conditions, Drawings and Specifications and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

1.04 PROJECT MEETINGS

If called by the University Representative, a Pre-Service Conference between the Contractor, his on-site representative and the University Representative will be held in order to clarify and direct University policy and specific items of

concern as pertain to the Contract.

Progress meetings will be scheduled at the discretion of the University Representative.

1.05 COORDINATION

Coordinate service schedule with the University Representative so as not to interfere with the ongoing operation of the University. If for any reason, shut down of utilities is required on this project, it is imperative that the University Representative be consulted.

1.06 SUPERVISION

The Contractor shall provide consistent, capable supervision at all times during the work. Site Manager or company representative shall be available during normal working hours.

1.07 EQUIPMENT AND PERSONNEL REQUIREMENTS

Contractors should base their bids on the following equipment requirements and shall agree to have the corresponding number of crews working as needed by the University of New Orleans: Two aerial lift trucks, two forestry trucks, two chippers, and two crews with three men per crew.

1.08 QUALITY ASSURANCE

Use equipment and material that are appropriate for the task at hand and operates properly with all safety features intact. Equipment and materials must be acceptable to the University representative and meeting all applicable regulations as pertains to this project. Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality.

The University expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades. Correct, at no expense to the University, any work performed which, in the opinion of the University Representative, is found unacceptable or not according to code. Corrections or incomplete work must be rectified within twenty-four (24) hours of notification.

All damage such as ruts, broken walkways and curbs, broken tree branches and damage to buildings as result of heavy vehicles driven on campus green spaces or poor decision making is the responsibility of the contractor to repair and remedy.

1.09 TRAFFIC CONTROL

Coordinate the schedule of delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic.

It is the policy of the University of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to insure that their staff is made aware of this commitment. When parking on the campus of this University, it shall be the responsibility of the contractor, vendor or servicing agency to insure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor shall assume the responsibility for the safe transit of all disabled persons.

1.10 PROTECTION

Protect adjacent buildings and building elements from damage during the work. Protect the site, including trees, shrubs, vegetation, and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

1.11 ADDITIONAL WORK

Contractors may be required to perform additional work other than what is specified in the Base Bid. The contractors shall provide the University with an hourly rate, per crew, for work outside the scope of the Technical Specifications (complete trimming or removal of trees).

1.12 ISSUANCE OF WORK ORDERS

The Contractor shall receive his work assignment in writing. These forms shall include the date, species, location, size class, trim height, the unit price per tree, and total dollar amount for all work (a sample Work Order will be presented at the Pre-Bid meeting). The University will notify the contractor when he may begin working and the contractor must pick up the work order within two working days. The contractor will be held responsible for any special instructions included on a work order.

1.13 RESPONSE TIME TO WORK ORDERS

The contractor shall be required to begin working within two working days after receipt of a work order. Extenuating circumstances may be taken into consideration, if the University is notified in writing. If the contractor fails to respond to an issued work order, as defined above, the contractor shall be notified in writing by the University that the terms of the contract are not being fulfilled and may be held in default of the contract.

1.14 FINAL DECISIONS

All final decisions on any phase of this work will be made by the University Arborist or his representatives.

1.15 PROTECTION OF TRAFFIC AND PEDESTRIANS

The contractor shall arrange his work so that the sidewalks will be safe for pedestrians and the streets will be safely passable for vehicular traffic. Contractors must comply with existing traffic ordinances and coordinate directly with UNO Campus Police for any traffic control or vehicular problem. The contractor must put out signs that meet Louisiana Department of Transportation standards to notify approaching motorists.

1.16 PUBLIC UTILITIES

The contractor shall notify all public service utilities to resolve conflicts concerning their property. Paragraph 4.1.2. of the ANSI standards shall apply specifically.

1.17 CONDUCT OF CONTRACTOR

The use of drugs or alcohol or being under the influence of drugs or alcohol is prohibited while working on University property. Soliciting and performing private work is prohibited while working on University trees.

1.18 SAFETY

Provide sufficient signs continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use.

Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site.

Provide fire protection equipment during the service period, including not less than two(2) ten(10) pound capacity multi-purpose A-B-C dry chemical extinguishers (10A:40BC).

Provide a temporary barrier (caution tape is acceptable) to isolate the service site and restrict unauthorized entry. Before service confirm fence location and layout with the University representative.

1.19 TEMPORARY UTILITIES

The Contractor may use reasonable amounts of the utility services available to the site at no charge from the University. The University will not provide utility service beyond that existing. Coordinate tie-in and disconnect to the existing utilities with the University Representative.

1.20 TEMPORARY SANITARY FACILITIES

Existing facilities in the building may be used by service personnel during work on this project.

END

SECTION 02231

TREE PRUNING AND REMOVAL

PART 1 - GENERAL

1.01 SCOPE

A. DESCRIPTION OF THE WORK

Provide the materials, labor, equipment and supervision necessary for the pruning and removal of trees on campus.

B. RELATED WORK SPECIFIED ELSEWHERE

GENERAL CONDITION..... SECTION 01000

1.02 QUALITY ASSURANCE

A. GENERAL

Comply with SECTION 01000.

B. APPLICABLE STANDARDS

Latest edition of the following listed established standards constitute part of these specification requirements:

1. Applicable State and Municipal Codes and Requirements
2. American National Standards Institute (ANSI)
3. National Arborist Association

C. LICENSING

The Contractor shall be licensed as required by applicable State and Local laws to perform the work covered by this specification.

1.03 JOB CONDITIONS

A. GENERAL

Safe and unsafe weather conditions will be determined collectively by the Contractor and the University representative.

2.01 MATERIALS (NOT USED)

PART 3 - EXECUTION

3.01 PRUNING SPECIFICATIONS

Pruning is defined by the National Arborist Association to be "Class II - medium pruning". Removal is to include both the trees and the stump. All work shall be done according to the rules of the arboricultural practices as set forth in the publications "Standards for Pruning Shade Trees", (published by the National Arborist Association, 1750 Old Meadow Road, McLean, Virginia 22101). Contractor agrees to be bound to all applicable provisions of state and city laws concerning tree work, as well as policy set forth by the University.

In no instance will topping be employed on any tree, but rather directional pruning and drop crouching.

3.02 SPURS OR CLIMBING IRONS

Spurs or climbing irons cannot be used on any of the trees, excepting those approved for removal by the designated University Representative.

3.03 ALL CUTTING TOOLS WILL BE STERILIZED

All cutting tools will be sterilized at the direction of the Contractor. Denatured alcohol or antifreeze can be used for this sterilization.

All cutting tools will be sterilized between cutting different tree species and genera.

(i.e.; sterilize tools after cutting or pruning Live Oak Trees and before cutting Pine Trees.)

3.04 ALL CUTS

All cuts are to be made leaving the branch collar intact. No stubbing of branches is allowed; either the branch must be pruned entirely or cut off to a substantial lateral. Tearing, ripping, or pulling of branches is prohibited. Only hand saws, power saws or tools, pole saws or pruners are to be used to make cuts. No portable electric tools are to be used in any trimming work.

3.05 PRUNING HEIGHTS

Will be indicated and directed by the University Representative.

3.06 ALL DEAD, FUNGUS OR INSECT INFESTED BRANCHES

All dead, fungus or insect infested branches down to one inch (1") diameter should be cut to a healthy crotch, so that healthy tissue surrounds the final cut. If it is not possible to cut it off without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch (1") in diameter must be precut to prevent splitting. All branches three and one half inches (3 ½) or larger should be lowered to the ground by ropes.

3.07 BRANCHES RUBBING ON ROOFS OR SIDES OF BUILDING STRUCTURES

Remove branches rubbing on roofs or sides of building structures entirely, if possible, to the main trunk or principal lateral, in such a way that at least a ten foot (10') clearance between the tree and the building structure is provided.

3.08 BRANCHES DAMAGED BY VEHICLES

Remove branches damaged by vehicles to a substantial branch that will project future growth in the proper direction without weakening the branch.

3.09 BRANCHES INTERFERING WITH TRAFFIC SIGNALS

Trim branches interfering with traffic signals to provide for three feet (3') of clearance around the light. The traffic signals are to be visible by motorist for at least one hundred fifty feet (150') away from any given traffic signal.

3.10 SUCKERS, WATE SPROUTS, OR VINES

Remove suckers, water sprouts, or vines that originate either on the trunk and major branches or are growing from the root system flush with the main stems or with the ground.

3.11 WIRES, CABLES, METAL OBJECTS, ETC.

Wires, cables, metal objects, etc., that are embedded in or are girdling branches are to be removed during the course of this work. Any problems caused by utility lines should be reported to the University Representative.

3.12 REMOVAL OF WOOD AND BRUSH

Haul away all wood and brush cut down within the same day that it is cut.

3.13 GRINDING AND REMOVAL OF ALL STUMPS

Grind and remove all stumps which result from tree removal operations within five (5) working days from the date that the tree was removed. Any exceptions to this five (5) day requirement must be approved in writing by the University Representative. Stumps and visible surface roots must be ground to six inches (6") below the ground line. Upon conclusion of the stump grinding all resulting holes, indentations, etc. shall be back filled with pump sand to grade and mulch 6" on center, taper out to grade by the contractor so that the work site conforms in elevation to the surrounding area. Moreover, any wood chips, sawdust, etc., shall be removed from the work site by the contractor immediately upon conclusion of his work and sidewalk shall be broom swept clean.

3.14 DEBRIS DISPOSAL

Cover and tie all open loads of debris with tarpaulins or equal when transported on campus streets according to the applicable state and city laws.

All wood chips shall be double ground, then tub ground, and left on campus for use as mulch at a designated area to be determined by the University Representative.

END

DRAWINGS

UNIVERSITY of NEW ORLEANS

YSC 559: 2009-2010



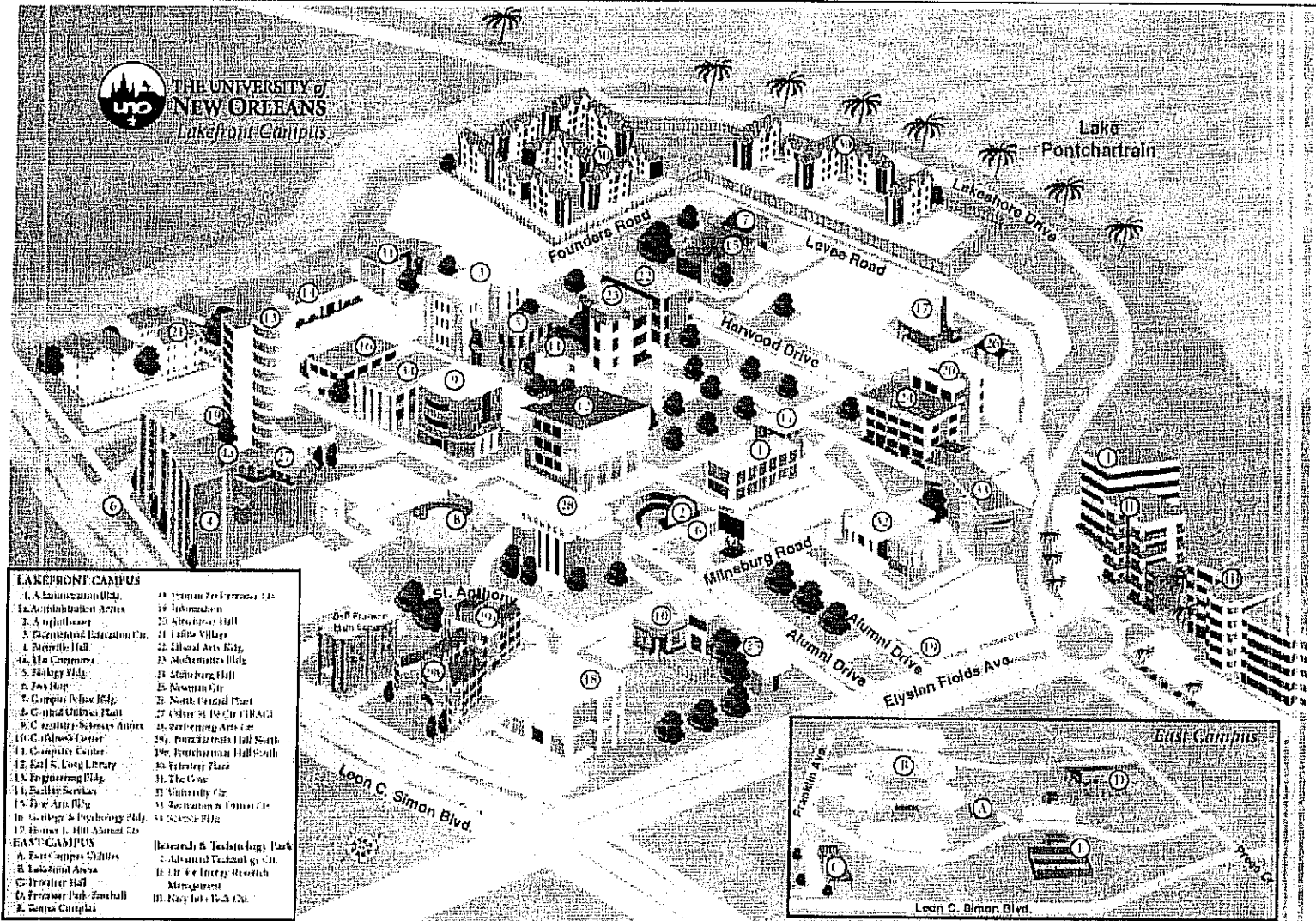
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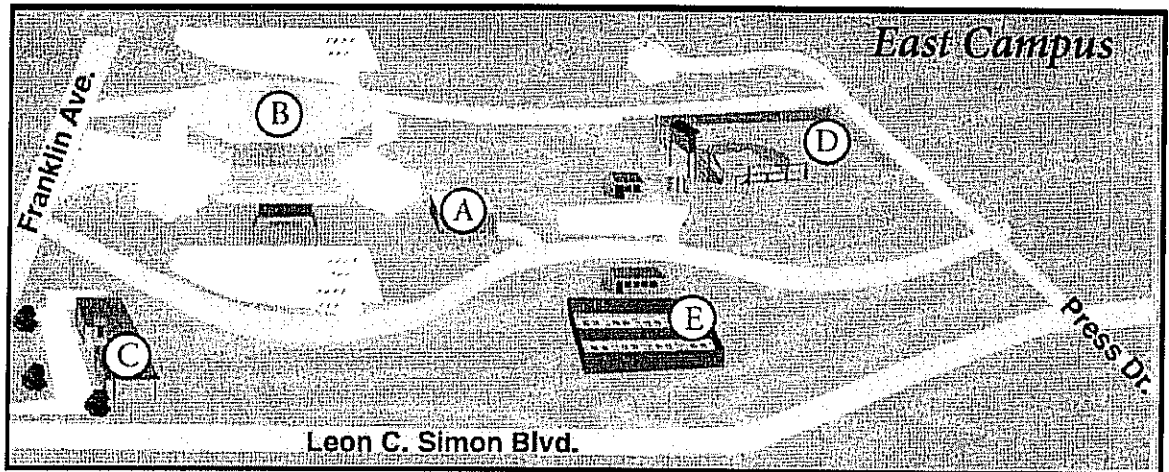


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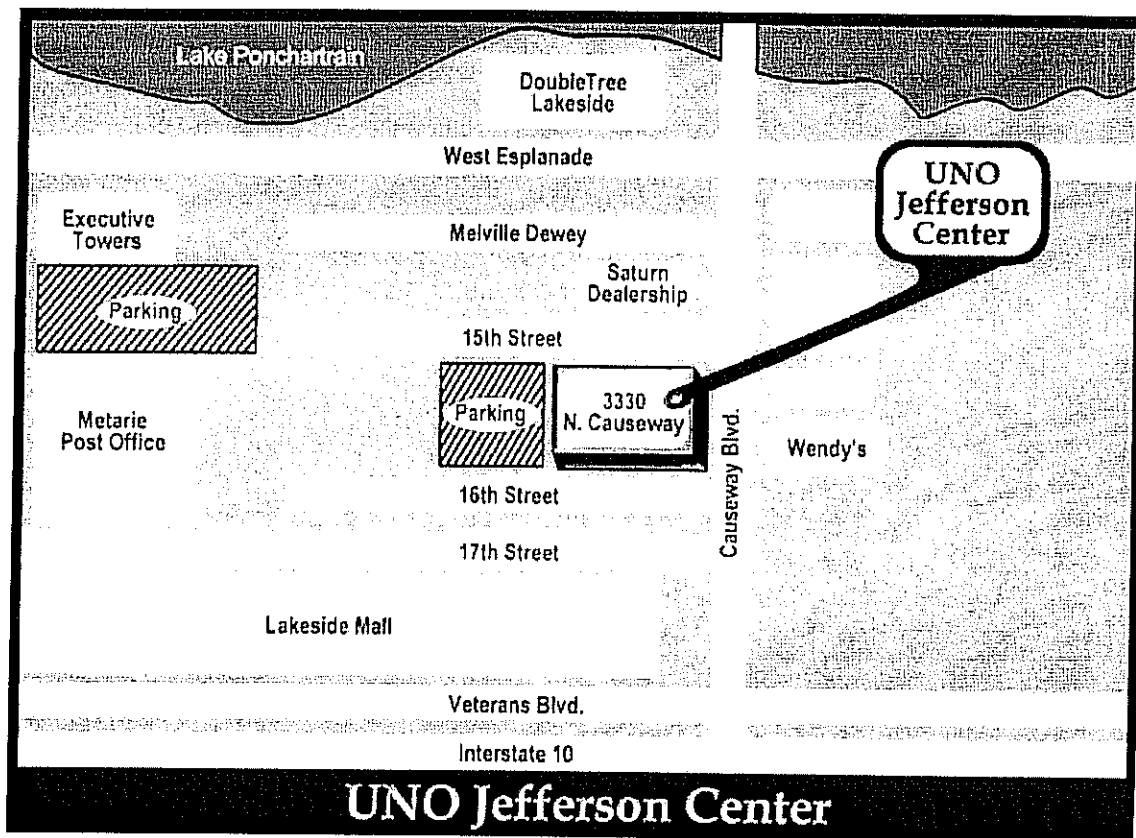
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